
State: District of Columbia **First Filing Company:** American Select Insurance Company, ...
TOI/Sub-TOI: 09.0 Inland Marine/09.0005 Other Commercial Inland Marine
Product Name: CL Inland Marine - AAIS
Project Name/Number: Concessionaires/200313DCIMWIFO

Filing at a Glance

Companies: American Select Insurance Company
Westfield Insurance Company
Westfield National Insurance Company

Product Name: CL Inland Marine - AAIS

State: District of Columbia

TOI: 09.0 Inland Marine

Sub-TOI: 09.0005 Other Commercial Inland Marine

Filing Type: Form

Date Submitted: 12/13/2019

SERFF Tr Num: WSFG-132189061

SERFF Status: Submitted to State

State Tr Num:

State Status:

Co Tr Num: 200313DCIMWIFO

Effective Date 03/13/2020

Requested (New):

Effective Date 03/13/2020

Requested (Renewal):

Author(s): Randi Gannett

Reviewer(s):

Disposition Date:

Disposition Status:

Effective Date (New):

Effective Date (Renewal):

State: District of Columbia **First Filing Company:** American Select Insurance Company, ...
TOI/Sub-TOI: 09.0 Inland Marine/09.0005 Other Commercial Inland Marine
Product Name: CL Inland Marine - AAIS
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General Information

Project Name: Concessionaires Status of Filing in Domicile:
Project Number: 200313DCIMWIFO Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 12/13/2019
State Status Changed: Deemer Date:
Created By: Randi Gannett Submitted By: Randi Gannett
Corresponding Filing Tracking Number:

Filing Description:

We are filing new and revised endorsements for concessionaires. Please see the filing memorandum for further details.

We trust this filing will meet with your approval and look forward to receiving your Department's favorable acknowledgment.

Company and Contact

Filing Contact Information

Randi Gannett, Product Compliance Analyst
RandiGannett@westfieldgrp.com
One Park Circle
Westfield Center, OH 44251
330-887-8671 [Phone]

Filing Company Information

American Select Insurance Company	CoCode: 19992	State of Domicile: Ohio
One Park Circle	Group Code: 228	Company Type: P & C
P.O. Box 5001	Group Name:	State ID Number:
Westfield Center, OH 44251-5001	FEIN Number: 31-6016426	
(800) 243-0210 ext. [Phone]		

Westfield Insurance Company	CoCode: 24112	State of Domicile: Ohio
One Park Circle	Group Code: 228	Company Type: P & C
P.O. Box 5001	Group Name:	State ID Number:
Westfield Center, OH 44251-5001	FEIN Number: 34-6516838	
(800) 243-0210 ext. [Phone]		

Westfield National Insurance Company	CoCode: 24120	State of Domicile: Ohio
One Park Circle	Group Code: 228	Company Type: P & C
P.O. Box 5001	Group Name:	State ID Number:
Westfield Center, OH 44251-5001	FEIN Number: 34-1022544	
(800) 243-0210 ext. [Phone]		

Filing Fees

State: District of Columbia **First Filing Company:** American Select Insurance Company, ...
TOI/Sub-TOI: 09.0 Inland Marine/09.0005 Other Commercial Inland Marine
Product Name: CL Inland Marine - AAIS
Project Name/Number: Concessionaires/200313DCIMWIFO

Fee Required? No

Retaliatory? No

Fee Explanation:

SERFF Tracking #:

WSFG-132189061

State Tracking #:

Company Tracking #:

200313DCIMWIFO

State: District of Columbia

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Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
1		CONCESSIONAIRE EQUIPMENT BREAKDOWN ENDORSEMENT	CM 71 81	06 17	END	New				CM7181_0617_WF.pdf
2		CONCESSIONAIRE BUSINESS INCOME ENDORSEMENT	CM 71 74	06 17	END	Replaced	Previous Filing Number:	WSFG-130650253		CM7174_0617_WF.pdf
							Replaced Form Number:	CM 71 74 08 16		
3		CONCESSIONAIRE REPLACEMENT COST ENDORSEMENT	CM 71 76	06 17	END	Replaced	Previous Filing Number:	WSFG-130650253		CM7176_0617_WF.pdf
							Replaced Form Number:	CM 71 76 08 16		

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

This endorsement changes
the Inland Marine Coverage
PLEASE READ THIS CAREFULLY

CONCESSIONAIRE EQUIPMENT BREAKDOWN ENDORSEMENT

This endorsement modifies insurance provided under the following:
SCHEDULED PROPERTY FLOATER IM 7500

It is understood and agreed that **PERILS EXCLUDED - 2.c. Electrical Currents:**

"We" do not pay for loss or damage caused by or resulting from arcing or by electrical currents other than lightning. But if arcing or electrical currents other than lightning result in a "specified peril", "we" do cover the loss or damage caused by that "specified peril" is deleted in its entirety from this Coverage Form for covered concession trailer(s) shown in the Schedule Of Coverages.

It is also understood **PERILS EXCLUDED - 2.f. Mechanical Breakdown:**

"We" do not pay for loss or damage caused by or resulting from any mechanical, structural, or electrical breakdown or malfunction including a breakdown or malfunction resulting from a structural, mechanical, or reconditioning process is deleted in its entirety from this Coverage Form covered concession trailer(s) shown in the Schedule Of Coverages.

However, the following exclusions preclude coverage for loss from the following:

1. Disconnection of equipment from a power source
2. Deactivation of electrical power by manipulation of a switch
3. Inability of a utility to provide power because of a lack of fuel or government order
4. Inability of an on-premises power source to meet demand
5. Breaking of a permanent glass part of any refrigerating, cooling, or humidity controlled equipment

However, the most we will pay for loss resulting from Electrical Currents or Mechanical Breakdown to "perishable goods" will be \$2,500 (unless otherwise shown in the Schedule of Coverages).

The following is added to DEFINITIONS:

"Perishable Goods" means personal property maintained under controlled conditions for its preservation and susceptible to loss or damage if the controlled conditions change.

CONCESSIONAIRE BUSINESS INCOME ENDORSEMENT

This endorsement modifies insurance provided under the following:
SCHEDULED PROPERTY FLOATER IM 7500

This endorsement forms a part of "your" policy. To the extent set forth below, it modifies the Scheduled Property Floater of the policy applying to covered concession trailer(s) shown in the Schedule Of Coverages. All other provisions of "your" policy are unchanged.

1. "We" will cover "your" actual loss of business income "you" sustain due to covered direct physical loss or damage to covered concession trailer(s) shown in the Schedule Of Coverages.

A. How "we" measure "your" loss of Business Income:

- (1) Loss of Revenues/Sales less non-continuing costs and expenses related to the loss of revenues/sales.
- (2) "We" will add the Extra Expense "you" necessarily incur to continue "your" operations as nearly to normal as possible. Extra Expense means necessary expenses "you" incur that "you" would not have incurred if there had been no direct physical loss or damage to covered concession trailer(s) caused by or resulting from a Covered Cause of Loss. "Your" Extra Expenses are covered only to the extent that the Extra Expense reduces "your" loss of Business Income.
- (3) "We" will pay only that part of "your" loss of Business Income and Extra Expense that "you" incur due to covered direct physical loss or damage during the "Period of Interruption".

For the purpose of this endorsement only, the **section HOW MUCH "WE" PAY 4. COINSURANCE** does not apply.

The following is added to **DEFINITIONS**:

"Period of Interruption" means the period of time that:

Begins after 24 hours (unless otherwise shown in the Schedule of Coverages) after the time of direct physical loss or damage to covered concession trailer(s) shown in the Schedule of Coverages; and ends on the earlier of:

- (1) The date when the property should be repaired, rebuilt or replaced with reasonable speed or similar quality; or trailer(s) shown in the Schedule Of Coverages.
- (2) 90 consecutive days after the time of direct physical loss or damage to "your" covered concession trailer(s) shown in the schedule below or concession trailer(s) in "your" care, custody or control for which "you" are legally liable.

POLICY NUMBER:

This endorsement changes
the Inland Marine Coverage
PLEASE READ THIS CAREFULLY

CONCESSIONAIRE REPLACEMENT COST ENDORSEMENT

This endorsement modifies insurance provided under the following:
SCHEDULED PROPERTY FLOATER IM 75 00

VALUATION

The Actual Cash Value provision under Valuation is replaced by the following to the covered concession trailer(s) when replacement cost is shown in the Schedule of Coverages.

Replacement Cost - The value of the covered concession trailers shown in the Schedule of Coverages will be based on the replacement cost without any deduction for depreciation.

- 1. Replacement Cost Limitation** - The replacement cost is limited to the cost of repair or replacement with similar materials and used for the same purpose. The payment will not exceed the amount "you" spend to repair or replace the damaged or destroyed property.
- 2. Replacement Cost Does Not Apply Until Repair or Replacement** - Replacement cost valuation does not apply until the damaged or destroyed property is repaired or replaced.
- 3. Time Limitation** - "You" may make a claim for actual cash value before repair or replacement takes place, and later for the replacement cost if "you" notify "us" of "your" intent within 180 days after loss.

However "your" failure to notify "us" of "your" intent to make a claim for the replacement cost within 180 days after the loss will not be reason to deny such claim unless "your" failure to meet the notice requirement operates to prejudice "our" rights under this policy.

State:	District of Columbia	First Filing Company:	American Select Insurance Company, ...
TOI/Sub-TOI:	09.0 Inland Marine/09.0005 Other Commercial Inland Marine		
Product Name:	CL Inland Marine - AAIS		
Project Name/Number:	Concessionaires/200313DCIMWIFO		

Supporting Document Schedules

Bypassed - Item:	Readability Certificate
Bypass Reason:	NA
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	NA
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Expedited SERFF Filing Transmittal Form
Bypass Reason:	NA
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Consulting Authorization
Bypass Reason:	NA, we are not a third party filer.
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Filing Memorandum
Comments:	
Attachment(s):	Form Filing Memo.pdf
Item Status:	
Status Date:	

Satisfied - Item:	Form Markups
Comments:	
Attachment(s):	CM 71 74 MOCK UP.pdf CM 71 76 MOCK UP.pdf
Item Status:	

SERFF Tracking #:	WSFG-132189061	State Tracking #:		Company Tracking #:	200313DCIMWIFO
State:	District of Columbia	First Filing Company:	American Select Insurance Company, ...		
TOI/Sub-TOI:	09.0 Inland Marine/09.0005 Other Commercial Inland Marine				
Product Name:	CL Inland Marine - AAIS				
Project Name/Number:	Concessionaires/200313DCIMWIFO				
Status Date:					



FILING MEMORANDUM

We are adopting the following AAIS form:

- CM 71 81 06 17 – CONCESSIONAIRE EQUIPMENT BREAKDOWN ENDORSEMENT

We are modifying the following AAIS form(s) with new edition dates:

- CM 71 74 06 17 – CONCESSIONAIRE BUSINESS INCOME ENDORSEMENT
- CM 71 76 06 17 – CONCESSIONAIRE REPLACEMENT COST ENDORSEMENT

CONCESSIONAIRE BUSINESS INCOME ENDORSEMENT

This endorsement modifies insurance provided under the following:
SCHEDULED PROPERTY FLOATER IM ~~75-007500~~

_____ This endorsement forms a part of ~~"your"~~ policy. To the extent set forth below, it modifies the Scheduled _____ Property Floater of the policy applying to ~~"your"~~ covered concession trailer(s) shown in the ~~schedule below or concession trailer(s) in "your" care, custody or control for which "you" are legally liable shown in the schedule below.~~ Schedule Of Coverages. All other provisions of "your" policy are unchanged.

- 1. "We" will cover "your" actual loss of business income "you" sustain due to covered direct physical loss or damage ~~as defined in the Scheduled Property Floater form to at~~ covered concession trailer(s) in ~~"your" care, custody or control for which "you" are legally liable shown in the schedule below.~~ Schedule Of Coverages.

A. ~~A.~~ How "we" measure "your" loss of Business Income:

~~1)~~
Loss ~~of~~ Revenues/Sales

~~Less~~
(1) ~~2) Nonless non-~~continuing costs and expenses related to the loss of revenues/sales and ~~"period of interruption".~~

(2) ~~3)~~ "We" will add the Extra Expense "you" necessarily incur to continue ~~to resume your~~ operations as _____ nearly ~~to~~ normal as possible. Extra Expense means necessary expenses "you" incur that "you" _____ would not have incurred if there had been no direct physical loss or damage to ~~property covered concession trailer(s)~~ caused _____ by or resulting from a Covered Cause of Loss. ~~"Your" extra expenses~~ Extra Expenses are covered only to the _____ extent that the Extra Expense reduces "your" loss of ~~earnings is reduce~~ Business Income.

(3) ~~4)~~ "We" will pay only that part of "your" loss of Business Income and Extra Expense that "you" incur _____ due to covered _____ direct physical loss or damage ~~(as defined in the Scheduled Property Floater form)~~ immediately _____ after the time of direct physical loss or damage for Business Income and Extra Expense ~~Coverage during the "Period of Interruption".~~

_____ For the purpose of this endorsement only, the **section HOW MUCH "WE" PAY 4. COINSURANCE** does -
_____ not apply.

The following is added to **DEFINITIONS:**

~~"PERIOD OF INTERRUPTION"~~

"Period of Interruption" means the period of time that ~~begins:~~

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Page 1 of 2
CM 71 74 06 17

Begins-after 24 hours (unless otherwise shown in the Schedule of Coverages) after the time of direct physical loss or damage to covered concession trailer(s) shown in the Schedule of Coverages; and ends on the earlier of:

(1) The date when the property should be repaired, rebuilt or replaced with reasonable speed or similar quality; or trailer(s) shown in the Schedule Of Coverages.

(2) 90 consecutive days ~~from the~~ after the time of direct physical loss or damage to "your" covered concession trailer(s) shown in the schedule below or concession trailer(s) in "your" care, custody or control for which "you are legally liable.

~~date of direct physical loss due to a covered direct physical loss of damage as defined in the Scheduled Property Floater Form.~~

AAIS
CM 71 74 ~~08-16~~06 17

This endorsement changes
the Inland Marine Coverage
-PLEASE READ THIS CAREFULLY-

Policy Number: xxx xxxxx

~~SCHEDULE OF CONCESSION TRAILER(S)~~

Policy Number:

This endorsement changes
the Inland Marine Coverage
PLEASE READ THIS CAREFULLY

CONCESSIONAIRE REPLACEMENT COST ENDORSEMENT

This endorsement modifies insurance provided under the following:
SCHEDULED PROPERTY FLOATER IM 75 00

VALUATION

The Actual Cash Value provision under Valuation is replaced by the following ~~applying~~ to the covered ~~concession trailer(s)~~ when replacement cost is shown in the ~~schedule below~~ Schedule of Coverages.

-Replacement Cost -- The value of the covered concession trailers shown in the ~~schedule below~~ Schedule of Coverages will be based on the replacement cost without any deduction for depreciation.

1. ~~1.~~ Replacement Cost Limitation -- The replacement cost is limited to the cost of repair or replacement with similar materials and used for the same purpose. The payment will not exceed the amount "you" spend to repair or replace the damaged or destroyed property.

2. ~~2.~~ Replacement Cost Does Not Apply Until Repair or Replacement -- Replacement cost valuation does not apply until the damaged or destroyed property is repaired or replaced.

~~3.~~ Time Limitation -- "You" may make a claim for actual cash value before repair or replacement takes **3.** ~~place, and later for the replacement cost if "you" notify "us" of "your" intent within 180 days after loss.~~ place, and later for the replacement cost if "you" notify "us" of "your" intent within 180 days after loss.

~~However,~~ However, "your" failure to notify "us" of "your" intent to make a claim for the replacement cost within 180 days after the loss will not be reason to deny such claim unless "your" failure to meet the notice requirement operates to prejudice "our" rights under this policy.

~~days after the loss will not be reason to deny such claim unless "your" failure to meet the notice requirement operates to prejudice "our" rights under this policy.~~

AAIS
CM 7176 06 17 ~~08 16~~

This endorsement changes
the Inland Marine Coverage
-PLEASE READ THIS CAREFULLY-

Policy Number: xxx xxxxx

AAIS
CM 7176 06 17 08 16

This endorsement changes
the Inland Marine Coverage
-PLEASE READ THIS CAREFULLY-

Policy Number: xxx xxxxx

~~SCHEDULE OF CONCESSION TRAILER(S)~~